

TERMS AND CONDITIONS OF SERVICE

1. Application

- 1.1 These Terms and Conditions shall apply to the provision of Services by the Supplier to the Client.
- 1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Supplier in writing.

2. Definitions

- 2.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	a day (excluding Saturdays) on which banks generally are open for the transaction of normal banking business (other than solely for trading and settlement in euro’s);
“The Client”	means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases services from the Supplier
“The Commencement Date”	the commencement date for this agreement as set out in the schedule
“ Services”	means the services to be provided by the Supplier to the Clients as set out in the Quotation/Purchase Order
“The Supplier”	Ace Crew Ltd.

- 2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. The Service

- 3.1 With effect from the Commencement Date and time the Supplier shall, in consideration of the Fees being paid in accordance with the Terms of Payment will provide the services expressly identified in the Quotation/Purchase Order or

otherwise agreed under this agreement.

- 3.2 The Supplier will use reasonable care and skill to perform the services identified in the Quotation/Purchase Order or otherwise agreed under this agreement.
- 3.3 The Supplier shall use all reasonable endeavours to complete its obligations under the Quotation/Purchase Order.
- 3.4 The Customer acknowledges and accepts that The Supplier will Supply the Crew to perform the services, but that the crew will be Under the instruction of the customer in performing the services.
- 3.5 The Customer acknowledges and accepts that The Supplier will not be responsible for any loss or damage suffered by the Customer where the loss or damaged was due to the Crew acting on the Customer's instructions.
- 3.6 Contractors reserve the right to refuse any such task given to them by the client that may jeopardise or harm their own personal health and safety at any time, under the Health and Safety at Work etc Act 1974.

4. **Price**

- 4.1 The Client agrees to pay the Fees in accordance with the terms of payment.
- 4.2 In addition the Supplier shall be entitled to recover from the Client his reasonable incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.
- 4.3 The Client will pay the Supplier for any additional services provided by the Supplier that are not specified in the schedule in accordance with the Supplier's then current, applicable hourly rate in effect at the time of the performance or such other rate as may be agreed. Any charge for additional services will be supplemental to the amounts that may be due for the Expenses.
- 4.4 All sums payable by either party pursuant to this Agreement are exclusive of any value added or other tax (except corporation tax) or other taxes on profit, for which that party shall be additionally liable.

5. **Payment**

- 5.1 All payments required to be made pursuant to this Agreement by either party shall be made within 30 days of the date of the relevant invoice in pounds sterling in cleared funds to such bank in London as the supplier may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.
- 5.2 The time of payment shall be of the essence of these terms and conditions. If the

Client fails to make any payment on the due date in respect of the price or any other sum due under these terms and conditions then the Supplier shall, without prejudice to any right which the Supplier may have pursuant to any statutory provision in force from time to time, have the right to charge the Client interest on a daily basis at an annual rate equal to the aggregate of four per cent and the base rate of Barclays from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.

- 5.3 In the event of the Client cancelling work to be carried out by the Supplier, no fee will be charged unless the aforementioned work is due to be carried out within a 48 hour period.

- 5.4 Cancellation Fee: In the event of the Client cancelling, postponing or reducing a booking with less than 48hrs notice of the aforementioned work to be carried out then a Cancellation Fee of 50% of the total Invoice will be charged to the client.

In the event of the Client cancelling, postponing or reducing a booking with less than 24hrs notice of the aforementioned work to be carried out then a Cancellation Fee of 100% of the total Invoice will be charged to the client.

6. Variation and amendments

- 6.1 If the Client wishes to vary any details of the Quotation/Purchase Order it must notify the Supplier in writing as soon as possible. The Supplier shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Client.
- 6.2 If, due to circumstances beyond the Supplier's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Client forthwith. The Supplier shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

7. Termination

- 7.1 The Supplier may terminate the agreement forthwith if:
- 7.1.1 the Client is in breach of any of its obligations hereunder; or
 - 7.1.2 the Client has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets; or

- 7.1.3 the Client has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986; or
- 7.1.4 the Client ceases or threatens to cease to carry on business; or
- 7.1.5 any circumstances whatsoever beyond the reasonable control of the Supplier (including but not limited to the termination, through no fault of the Supplier, the termination of the service) that necessitate the termination for whatever reason of the provision of services.

8. Limitation of Liability and Indemnities

8.1 The Supplier undertakes to provide the Services with reasonable care and skill.

8.2 Nothing in these Terms and Conditions excludes or limits the liability of The Supplier:

- (a) for death or personal injury caused by The Suppliers negligence; or
- (b) for any matter which it would be illegal for The Supplier to exclude or attempt to exclude its liability; or
- (c) for fraud or fraudulent misrepresentation.

and The Supplier hereby agrees to indemnify the Customer and keep the Customer indemnified in respect of the same.

8.3 Nothing in these Terms and Conditions excludes The Suppliers liability in respect of damage to tangible property caused by The Suppliers negligence, however The Suppliers liability shall be subject to any limitation for material damage contained in its insurance policy in place from time to time.

8.4 Subject to clause 6.2:

- (a) The Suppliers total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total fees payable to The Supplier in respect of the Services performed hereunder; and
- (b) The Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Agreement.

8.5 The Customer hereby agrees to indemnify The Supplier and keep The Supplier indemnified in respect of any and all claims made by The Suppliers Crew as a result of any negligent act or omission of the Customer whilst the Crew are under the supervision and direction of the Customer.

8.6 Each party shall maintain suitable public and employer's liability insurance to cover their respective liabilities in respect of any act or default for which it might become liable to indemnify the other.

9. Force Majeure

9.1 Neither the Supplier nor the Client shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was due to any cause beyond that parties reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either parties reasonable control:-

9.2 act of God, explosion, flood, tempest, fire or accident;

9.3 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

9.4 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

9.5 strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of either the Supplier or the Client or of a third party);

10. Waiver

10.1 No waiver by the Supplier of any breach of these terms and conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of this agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which the waiver is given.

10.2 No failure or delay on the part of any party in exercising any right, power or privilege under this agreement shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of or the exercise of any other right, power or privilege.

11. Severance

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

12. **Copyright**

The Supplier reserves all copyright and any other rights (if any) which may subsist in the products of, or in connection with, the provision of the Supplier's services or facilities. The Supplier reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

13. **Notices and Service**

13.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be given by:- sending pre-paid registered post; or sending by email, facsimile transmission or comparable means of communication.

13.2 Any notice or information given by post in the manner provided by Clause 14.1 which is not returned to the sender as undelivered shall be deemed to have been given on the 10th day after the envelope containing was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

13.3 Any notice or information sent by telex, cable, facsimile transmission or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of is sent to the other party 24 hours after transmission.

13.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be affected by either party by causing to be delivered to the other party at its registered or principal office, or to such other address as may be notified to by the other party in writing from time to time

14. **Non-Solicitation.** During the term of this Agreement and for 12 Months after any termination of this Agreement, The Client will not, without the prior written consent of The Supplier, either directly or indirectly, on The Clients own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by The Supplier. Should this transpire an invoice of no less than £4000.00 will be forwarded to The Client.

15. **Applicable Law and Jurisdiction**

These Terms of Business are governed by UK and English law and are subject to the exclusive jurisdiction of the UK and English courts.